

EXHIBIT B

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EXHIBIT B

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") made and entered into by and between:

Samir Kelekar
7/3 Bhashwar Jyoti,
Krishna Reddy Colony,
Domlur Layout,
Domlur, Bangalore 560071 India.
Herein called 'the sending party'

and

Name
K. Ramdass
#943, 1 st Floor, 11 th Main,
HAL 2 nd Stage,
Bangalore 560008 India
herein called 'the receiving party'

(herein called "the parties") on January 1 2003. shall govern the conditions under which the Parties shall exchange non-public confidential, trade secret, or proprietary information relating to their businesses. "Confidential Information" is defined as (i) all non-public, confidential or secret processes, plans, formulae, data (including cost and performance data), inventions, machinery, drawings, papers, writings, specifications, manufacturing or design procedures and techniques, methods, technology, know-how, programs, databases, source codes, devices and materials related to the business, products, services or activities (either existing or under development) of the Parties regardless of whether or not any or all of the foregoing are, may or can be patented or copyrighted; (ii) marketing materials and sales collateral, operating processes, selling procedures, pricing information, and sales volumes; (iii) any supplier usages and requirements, and any list of clients, prospects, customers, suppliers or business contacts; (iv) information regarding the Parties' technical and professional staff, including their qualifications and fields of expertise, or (v) any other information or aspect of or related to any of the trade, business, finances, products, suppliers, technology, staffing or activities of the Parties, which are non-public, confidential, secret or of a proprietary nature.

Purpose for disclosure (hereinafter "Purpose"): to evaluate the feasibility of a business arrangement or relationship, as well as technical advice.

1. While the sending party has come up with some inventions pertaining to the field of network security and allied fields and is interested in pursuing a business that uses the inventions, the receiving party is helping out the sending party with technical and business related advice concerning the above.

EXHIBIT B

2. While the sending party agrees to disclose some documents concerning the above, the receiving party agrees to hold them confidential.
3. The receiving party agrees (i) to make no other use whatsoever of any Confidential Information of the other party provided hereunder, and (ii) not to disclose the Confidential Information to others
4. The obligations 1, 2 and 3 above shall not apply to:
 - a) Information that was in the receiving party's possession at the time of disclosure, and which was obtained free from obligation to any third party;
 - b) Information which is now, or becomes in the future, public knowledge other than through acts or omissions of the receiving party;
 - c) Information that was lawfully obtained from sources free from obligation to any third party; and
 - d) Information that is developed by the receiving party independently, without access to the Confidential Information.

No combination of individual items of Confidential Information shall be deemed not to be confidential, secret, or proprietary and subject to the obligations of Paragraph 1 merely because the individual items are subject to one or more of the above listed exceptions; a combination shall be deemed not to be confidential only if the entire combination itself is subject to one of the above listed exceptions.

5. Upon the disclosing party's written request or at the termination of discussions, the receiving party shall return all Confidential Information in tangible form in its possession, and shall destroy all Confidential Information in machine-readable form in its possession. The receiving party shall certify in a written, executed document that all tangible Confidential Information has been returned, and that all machine-readable Confidential Information has been destroyed.

6. Nothing in this Agreement shall be construed by implication, estoppel, or otherwise as establishing any type of commitment or right for either party to make any commitment with, for, or on behalf of the other party.

7. Nothing in this Agreement shall create, imply, or evidence any partnership or joint venture between the Parties, or the relationship between them of principal and agent. The Parties agree that they do not acquire any rights to use, and expressly agree not to use, in advertising, publicity, or other marketing activities, any name, trade name, trademark, or other designation of the other party, except to perform authorized functions.

8. Nothing in this Agreement shall limit either party's independent development and marketing of any products or systems, including products similar to or based on concepts similar to those disclosed under the terms of this Agreement without use of Confidential Information, nor will this Agreement prevent either party from undertaking similar discussions with third parties, including

EXHIBIT B

competitors of each party. Each party recognizes that the other party may in the future develop competitive products.

9. Nothing in this Agreement shall restrict the Parties from using any ideas, concepts, know-how, techniques, or information learned or retained by its personnel from sources other than Confidential Information as part of their general skill, knowledge, talent and expertise.

10. No change in this Agreement shall be effective unless such change is mutually agreed upon, in writing, by both Parties.

11. This Agreement expresses the sole and entire agreement between the Parties and supersedes all prior discussions, representations, and understandings.

12. This Agreement may not be assigned. This Agreement shall continue for the benefit of, and shall be binding upon, the Parties hereto and their respective successors, heirs, and legal representatives.

13. The obligations of the Parties under the terms of this Agreement shall remain in effect for four (4) months from the Effective Date hereof.

[Samir Kelekar]

By: Samir Kelekar
Name: SAMIR KELEKAR
Title:

[K. Ramdass]

By: K. Ramdass
Name: K. RAMDASS
Title: Software Consultant

Effective Date: Jan 1 03

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.